



# Terms and Conditions Governing the OCBC NATAS Travel Fair Spend and Redeem Promotion August 2023 (the "Promotion")

## **Promotion Period**

 The Promotion Period shall run from 11 to 13 August 2023 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") at its absolute discretion (the "Promotion Period").

# **Eligibility**

- 2. You will qualify for the Promotion ("Eligible Cardmember") if:
  - i. you are an existing principal or supplementary OCBC Credit Cardmember or Debit Cardmember;
  - ii. Your OCBC Credit or Debit Card accounts are active and in good standing with OCBC Bank from the start of the Promotion Period until six (6) months after the end of the Promotion Period; and
  - iii. You have successfully charged to your OCBC Credit or Debit Card during the Promotion Period the minimum amounts of Qualifying Spend ("Minimum Qualifying Spend") in accordance with the terms and conditions of this Promotion (evidenced by charge slips, sales slips or receipts issued by any participating travel agency at the NATAS Holidays fair 2023 which is scheduled to take place during the Promotion Period ("NATAS Fair")).

#### **Definitions**

- 3. "Qualifying Spend":
  - i. refers to all retail transactions made face to face at the NATAS Fair;
  - ii. will be determined by its transaction date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and OCBC Bank bears no liability for any late submission or transaction posting of any purchase by the merchant that might affect the Promotion; and
  - iii. does not include bookings/purchases of travel insurance.
- 4. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".

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#### **Promotion Mechanics**

5. Subject to these terms and conditions, Eligible Cardmembers who meet the following Minimum Qualifying Spend on their OCBC Credit or Debit Card during the Promotion Period and who meet the conditions specified herein will be entitled to receive the following Gifts as set out in the table below:

| Minimum Qualifying Spend | Gift  | Redemption Cap |
|--------------------------|---|----------------|
| Tier 1 – S\$2,000        | Pierre Cardin Nylon Duffel Bag with Trolley           | 500            |
| Tier 2 – S\$3,500        | Pierre Cardin Expandable<br>Hardside Trolley Case 20" | 550            |
| Tier 3 – S\$5,500        | Pierre Cardin Expandable<br>Hardside Trolley Case 24" | 650            |
| Tier 4 – S\$7,500        | Samsonite Azio Spinner 28"                            | 450            |

- 6. Eligible Cardmembers who meet the Minimum Qualifying Spend for their designated higher Tier will not be permitted to opt to receive the Gifts from other lower Tiers instead.
- 7. The Minimum Qualifying Spend must be incurred over a maximum of 3 separate charges (with a charge slip, sales slip or receipt issued by any participating travel agency at the NATAS Fair for each such transaction) in one day.
- 8. The Gifts for each Tier is limited to the redemption caps as stated in the table above in paragraph 6. For the avoidance of doubt, in the event that any person entitled to the Gift is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Gift to another Eligible Cardmember.
- 9. In the event that an Eligible Cardmember meets the Minimum Qualifying Spend for the higher Tier Gift but the higher Tier redemption cap has already been met, the Eligible Cardmember will qualify for the next lower Tier Gift, provided that lower Tier redemption cap has not yet been met on the date the Eligible Cardmember meets the Minimum Qualifying Spend for the higher Tier.
- 10. Each Eligible Cardmember is entitled to a maximum of one (1) Gift upon meeting the terms and conditions of this Promotion. The Gift must be redeemed on the same day as the meeting of the Minimum Qualifying Spend.
- 11. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Minimum Qualifying Spend.
- 12. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Spend or Minimum Qualifying Spend under the Promotion. If OCBC Bank in its sole and absolute discretion decides that any transaction from which the Qualifying Spend or Minimum Qualifying Spend is computed is not to be considered a valid transaction, the Gift will not be awarded.
- 13. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's OCBC Card account (the "Account") the equivalent value of the Gift in the event the Account is closed or terminated by the Eligible Cardmember or OCBC Bank, during, or within six (6) months from the end of the Promotion Period. Further, if any Eligible Cardmember is subsequently

discovered to be ineligible to participate in the Promotion or to receive the Gift (which eligibility shall be determined at the absolute discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) clawback the Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Gift plus any goods and services tax or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC Bank should any Gift be forfeited or withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

# Gift

- 14. Each incurred Qualifying Spend will only be considered for this Promotion once if an incurred Qualifying Spend has been used to compute the Minimum Qualifying Spend for a Gift, the same Qualifying Spend cannot be used to compute the Minimum Qualifying Spend for another Gift.
- 15. To redeem the relevant Gifts, the Cardmembers must be present during the Promotion Period at the NATAS Fair to present original charge slips, sales slips and receipts issued by any participating travel agency at the NATAS Fair bearing the required Minimum Qualifying Spends, the corresponding original Card for verification.
- 16. The Gifts are available for redemption on a first-come-first-served basis and only while stocks last. The Gifts are strictly not transferrable or exchangeable for cash, credit or other gifts or otherwise in full or in part. No payment or compensation whether in cash, credit or in kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Gifts. The Gifts cannot be replaced if lost, misplaced, defaced, stolen or damaged.
- 17. No combination of spending for principal and supplementary OCBC Cardmembers. For the purposes of this Promotion, the spending incurred on the supplementary Card will not accrue to the principal Cardmember, and spending incurred on the principal Card will not accrue to the supplementary Cardmember. The spending accrued on a supplementary card will only accrue to that supplementary Eligible Cardmember and the spending accrued on a principal card will only accrue to that principal Eligible Cardmember. The Minimum Qualifying Spend must be incurred on a single OCBC Credit or Debit card.
- 18. Promotion is not valid with other promotions, in-house offers, loyalty programs, discounts, privilege cards, discount cards or vouchers, unless otherwise stated.
- 19. OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.

## General

20. By participating in the Promotion, you hereby agree and consent to OCBC Bank and its third party vendors collecting, using, and disclosing your personal data provided to OCBC and its third party vendors as part of the Gift redemption process for the purposes of determining your eligibility for the Gift, verifying your identity and fulfilling this Promotion.

- 21. The eligibility of any Eligible Cardmember to participate in this Promotion and/or to receive any Gift shall be determined at the absolute discretion of OCBC Bank.
- 22. OCBC Bank reserves the right at its absolute discretion to terminate the Promotion or vary, delete or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any cardholder and the dates of the Promotion.
- 23. OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Promotion, or any product and/or service relating to the Promotion. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with the Promotion, and/or the use of any product and/or service relating to the Promotion, by any person.
- 24. OCBC Bank's decisions on all matters relating to the Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 25. OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including any error in computing chances, any breakdown or malfunction in any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
- 26. These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.